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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. Contract ID Code Time-and-Materiels | | Page 1 Of 7 | |
| 2. Amendment/Modification No. P00006 | | 3. Effective Date 2007MAR30 | | 4. Requisition/Purchase Req No. SEE SCHEDULE | | 5. Project No. (If applicable) | |
| 6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADEC ELAINE NELSON (586)574-8284 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NELSONE@TACOM.ARMY.MIL | | Code W56HZV | | 7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000 | | Code S2305A | |
| | | | | SCD C PAS NONE ADP PT HQ0337 | | | |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) XMCO, INC. 5501 ENTERPRISE CT SUITE 400 WARREN, MI 48092-3497 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S. | | | | <input type="checkbox"/> | | 9A. Amendment Of Solicitation No. | |
| | | | | <input type="checkbox"/> | | 9B. Dated (See Item 11) | |
| | | | | <input checked="" type="checkbox"/> | | 10A. Modification Of Contract/Order No. W56HZV-06-C-0130 | |
| | | | | <input type="checkbox"/> | | 10B. Dated (See Item 13) 2005DEC07 | |
| Code 3S742 | | Facility Code | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS | | | | | | | |
| KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14. | | | | | | | |
| <input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. | | The Changes Set Forth In Item 14 Are Made In | | | | | |
| <input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | | | | | | | |
| <input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT OF BOTH PARTIES | | | | | | | |
| <input type="checkbox"/> D. Other (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office. | | | | | | | |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION | | | | | | | |
| 15A. Name And Title Of Signer (Type or print) | | | | 16A. Name And Title Of Contracting Officer (Type or print) TOD V. MILLER MILLERT@TACOM.ARMY.MIL (586)574-6802 | | | |
| 15B. Contractor/Offeror (Signature of person authorized to sign) | | 15C. Date Signed | | 16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | | 16C. Date Signed 2007MAR30 | |
| NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE | | | | 30-105-02 | | STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 | |

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-C-0130 MOD/AMD P00006 | Page 2 of 7 |
| Name of Offeror or Contractor: XMCO, INC. | | |

SECTION A - SUPPLEMENTAL INFORMATION

CONTRACT: W56HZV-06-C-0130
DELIVERY ORDER: N/A
MODIFICATION: P00006

Amount this Modification: \$ 0.00
Prior Total Amount: \$ 146,595.06
New Total Amount: \$ 146,595.06 (NTE)

1. The purpose of this Supplemental Agreement, Modification P00006 is to incorporate new rates for 2007; add CLIN 0003AA for Contractor Manpower Reporting (CMR); and extends the performance period to allow continued updating to the PMR and NSNMDR.
2. This Modification P00006 is to be performed in accordance with the terms and conditions established under the basic contract W56HZV-06-C-0130. Ceiling price for this contract remains at \$146,595.06.
3. The parties agreed to the established new Time and Materiel rates for the continued updating to the PMR and NSNMDR. New rates for 2007 are broken down in Section B of the contract.
4. Both parties to this agreement acknowledge that the contract is hereby extended. Performance period is changed to read, "30 Aug 2007" in lieu of "31 Mar 2007.
5. As a result of this action, the value of the Basic Contract remains unchanged and all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A 0007 ***

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Name of Offeror or Contractor: XMCO, INC.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | |
|---|---|----------|------------|---|--------------|-----------------------------|--|--------------------|--|---|----|--|---------------|
| 0001AA | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PROVISIONING</u></p> <p>NOUN: MODS - SUPPORT PROVISIONING PRON: P156F6282T PRON AMD: 02 ACRN: AA AMS CD: 53901110181</p> <p>The contractor shall provide provisioner effort in Accordance with Section C.2, Scope of Work (SOW).</p> <p>The ceiling price for this CLIN is \$145,595.06.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></td><td></td></tr><tr><td>001 1 30-AUG-2007</td><td></td></tr><tr><td>\$ 146,595.06</td><td></td></tr></table> | DLVR SCH | PERF COMPL | <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> | | 001 1 30-AUG-2007 | | \$ 146,595.06 | | 1 | LO | | \$ 146,595.06 |
| DLVR SCH | PERF COMPL | | | | | | | | | | | | |
| <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> | | | | | | | | | | | | | |
| 001 1 30-AUG-2007 | | | | | | | | | | | | | |
| \$ 146,595.06 | | | | | | | | | | | | | |
| 0002AA | <p><u>TECHNICAL DATA</u></p> <p>TECHNICAL DATA AS SET FORTH IN CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) HEREINAFTER REFERRED TO AS EXHIBIT A.</p> <p>(End of narrative B001)</p> | | | | | | | | | | | | |
| A001 | <p><u>CONTRACTOR'S PROGRESS, STATUS & MGMT RPT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT (CPS & MR) IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A001 AND C.5.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> | 1 | LO | \$ ** NSP ** | \$ ** NSP ** | | | | | | | | |

XMCO FY06/FY07/FY08 LABOR CHARTS

| XMCO LABOR CATEGORY: FY06 | FULLY BURDENED RATE |
|--------------------------------|---------------------|
| Program Manager (PMGR) | \$77.58 |
| Sr. Logistician (Sr LOGP) | \$69.73 |
| Logistician/Provisioner (LOGP) | \$49.20 |

| XMCO LABOR CATEGORY: FY07 | FULLY BURDENED RATE |
|--------------------------------|---------------------|
| Program Manager (PMGR) | \$80.68 |
| Sr. Logistician (Sr LOGP) | \$72.52 |
| Logistician/Provisioner (LOGP) | \$51.16 |

| XMCO LABOR CATEGORY: FY08 | FULLY BURDENED RATE |
|--------------------------------|---------------------|
| Program Manager (PMGR) | \$83.93 |
| Sr. Logistician (Sr LOGP) | \$75.37 |
| Logistician/Provisioner (LOGP) | \$53.23 |

*** END OF NARRATIVE B 0001 ***

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-C-0130 MOD/AMD P00006 | Page 6 of 7 |
| Name of Offeror or Contractor: XMCO, INC. | | |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. Background

PM CE/MHE is in the process of procuring several new systems for the US Army and Marine Corps which requires provisioning. Provisioning process allows the assignment of NSNs and builds the Provisioning Master Record in the US Army Commodity Command Standard System. Quality Provisioners for the government and industry are in short supply and high demand. TACOMs PSID would normally provide this service, but while they can provide this service, they cannot provide it to the level of effort and timeliness that PM CE/MHE requires at this time. The PSID is allowing PM CE/MHE to go out outside the government to procure this service.

2. Scope of Work

a. The contractor shall provide support for PM CE/MHE for the government provisioner effort and will include the Rough Terrain Container Handler (RTCH). The contractor shall be completely familiar with all phases of Army provisioning. The contractor shall treat and administer the provisioning data after it is loaded into the US Army Commodity Command Standard System (CCSS) by the manufacturing authority, in accordance with AMC Pam 700-25. The contractor shall be responsible for the generation of data and accuracy of the following files in CCSS:

Provisioning Master Record (PMR)
National Stock Number Master Data Record (NSNMDR)

b. The contractor shall be responsible to input and review the data elements in the Provisioning Master Record (PMR) in order to assure the quality of data for both the US Marine Corps and the US Army configurations of the RTCH. The RTCH is loaded into the PMR under Provisioning Contract Control Number (PCCN) CBIGFT. The USMC version is under Provisioning Control Code (PCC) JCH and the Army version is under (PCC) TCH. The contractor shall provide all CCSS generated rejects to the manufacturing authority for correction, and shall follow-up to ensure all rejects are corrected within 2 PMR cycles of occurrence.

c. The contractor shall process all P_ source coded parts for NSN assignment with DLA, and will ensure that an NSN is assigned for each part no later than 120 days after being loaded to the PMR.

d. The contractor shall maintain Repair Parts and Special Tool List (RPSTL) data in the PMR that will be used to produce a combined RPSTL for both configurations of the RTCH. The contractor will create a YQS transaction and use the resulting output, product control number (PCN X41CXX418R), to review and take corrective actions prior to submitting the Repair Parts and Special Tools List (RPSTL) download transaction. The contractor shall provide the download to the manufacturers representative in order to produce a system level RPSTL.

3. Deliverables. The contractor shall submit a monthly report to PM-CE/MHE no later than the 10th day of the following month. The report may be in the contractors format, but should contain, as a minimum the following:

Work performed current month
Work planned for next month
Any issues requiring PM resolution
Number of line items loaded in PMR
Number of NSNs assigned (%)
Number of items needing correction
PMR Quality Index

The report shall be prepared and submitted in accordance with CDRL A001.

4. Government-Furnished Support

The Government shall provide the contractor part time access to a computer work station for accessing the TACOM main frame as needed. The contractor will be granted passwords for PMR and mainframe access with the same rights as a Government employee.

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| Name of Offeror or Contractor: XMCO, INC. | | |

SECTION G - CONTRACT ADMINISTRATION DATA

G-5 - Processing of Invoices Using the Wide Area Work Flow (WAWF) System

- a. Upon completion of performance, contractor will submit a copy of the invoice to the Contracting Officer with a signature page which includes signature blocks for the contractor, performance certifier and the contracting officer. This signature page will include, at a minimum: Contract Number, Voucher Number, Period of Performance, Contractor Certification, Performance Certifier Certification and Contracting Officer's Approval. Verbiage shall be written stating why each party is signing the signature page.
- b. Once the contractor receives the fully signed signature page, they will submit the signature page as an attachment when they process their WAWF invoice.
- c. DCMA will be able to use the signature page as proof of performance that the product was inspected and accepted by the government. DCMA will approve the request for payment in WAWF.

*** END OF NARRATIVE G 0001 ***